

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ROCKIN ARTWORK, LLC,
a Nevada Limited Liability Company,
Plaintiff,

vs.

BRAVADO, INC., a California Corporation;
AUTHENTIC HENDRIX, LLC, and
EXPERIENCE HENDRIX, LLC, Washington
Limited Liability Companies,
Defendants.

NO.

COMPLAINT FOR TORTIOUS
INTERFERENCE, FRAUD, TRADE
LIBEL, NEGLIGENT
MISREPRESENTATION,
CONSUMER PROTECTION, AND
FALSE DESIGNATION OF ORIGIN

COMES NOW Plaintiff, ROCKIN ARTWORK, LLC, through its authorized
agent, Andrew Pitsicalis, by and through its attorney, Eric Timothy Krening, and as
and for its Complaint, alleges the following:

JURISDICTION AND VENUE

I.

At all times relevant herein, Plaintiff was a Nevada Limited Liability Company, with its principle place of business located in Nevada and California and with minimum business contacts in the state of Washington.

II.

The amount in controversy is in excess of \$75,000.00, thereby entitling Plaintiff to Federal Court "Diversity" Jurisdiction.

III.

At all times relevant hereto, Defendant Bravado, Inc., has been a Corporation incorporated in the state of California and has had minimum business contacts with the state of Washington. Specifically, Bravado, Inc., has minimum contacts in Washington State via selling merchandise and transacting business in Washington by entering into business with Co-Defendants, Washington LLCs Experience Hendrix, LLC, and Authentic Hendrix, LLC.

IV.

At all times relevant hereto, Defendants Experience Hendrix, LLC, and Authentic Hendrix, LLC, have been Washington-incorporated Limited Liability Companies with their principle places of business in the state of Washington and with their ownership and "nerve center" residing in the state of Washington.

V.

Jurisdiction is proper via personal jurisdiction, diversity jurisdiction under 28 USC Sec. 1332. Venue is proper under 28 USC Sec. 1391.

FACTS

VI.

Plaintiff incorporates and re-alleges by reference all of the allegations contained in the preceding paragraphs.

VII.

Plaintiff Rockin Artwork is a Nevada-based Limited Liability Company that is comprised of two owners: Andrew Pitsicalis and Leon Hendrix, Jimi Hendrix's younger brother by blood and the surviving patriarch of the Jimi Hendrix family.

VIII.

Plaintiff Rockin Artwork has various rights to Jimi Hendrix images and likenesses, various items of artwork created by Jimi Hendrix, and Jimi's brother Leon Hendrix's exclusive endorsement of Jimi Hendrix products. That endorsement includes any and all use of Leon's name, image, and likeness in association with Jimi Hendrix products.

IX.

Plaintiff licenses the bundle of rights, described in the paragraph above, to other individuals and/or entities who then create Jimi Hendrix memorabilia for sale to the consumer market. Such items include, for example, t-shirts bearing pictures of Jimi Hendrix.

X.

Jimi Hendrix's image and likeness is in the public domain.

XI.

Song Titles are not trademarks and not enforceable as False Designation of Origin.

XII.

Defendants Authentic Hendrix, LLC, and Experience Hendrix, LLC, own trademarks to the names "Hendrix"¹ and "Jimi Hendrix," but under the Fair Use Doctrine, Plaintiff is legally entitled to use those names to identify Jimi Hendrix himself or his creations (artwork, music, etc.), and to identify Plaintiff owner and Jimi's brother, Leon Hendrix.

¹ Virtually inexplicable given that, upon information and belief, no one who is a member of either LLC is a blood relative of Jimi Hendrix nor was anyone who is a member of either corporation actually born with the last name "Hendrix," whereas Plaintiff's co-owner, Leon Hendrix, was born with and has always used that last name.

XIII.

Plaintiff has attempted to and has entered into various licensing agreements for the creation and sale of legally authorized Jimi Hendrix memorabilia.

XIV.

Defendant Bravado, Inc., has contacted various prospective licensees and actual licensees of Plaintiff and have incorrectly informed them, either directly or by implication, that Plaintiff is not authorized to enter into such agreements and/or that only Defendants are authorized to enter into such agreements or engage in the business of selling Jimi Hendrix memorabilia.

XV.

Upon information and belief, Defendants Authentic Hendrix, LLC, Experience Hendrix, LLC, and their president, CEO and CFO, Janie Hendrix, (who upon all information and belief was born Genevieve Jinka), communicated with Defendant Bravado, Inc., and/or various licensees or prospective licensees of Plaintiff in a manner that either directly or by intentional implication communicated that Plaintiff was not authorized to enter into such agreements, that only Defendants were authorized to sell Jimi Hendrix memorabilia, and that Plaintiff's licensees or prospective licensees were violating Defendants' rights, subjecting them to legal action and liability if they engaged in any business with Plaintiff involving the sale of Jimi Hendrix memorabilia.

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XVI.

That Defendants' actions described above caused various licensees or prospective licensees to either not enter into business arrangements with Plaintiff or to void, vacate or otherwise terminate existing agreements with Plaintiff.

XVII.

Defendants Authentic Hendrix, LLC, and Experience Hendrix, LLC, include the following motto/tag line in all or many of their logos: "*A JIMI HENDRIX FAMILY COMPANY*." This motto or tag line appears in various, but very similar, iterations.

XVIII.

Defendants' use of the motto/tag line, "*A JIMI HENDRIX FAMILY COMPANY*" is used for the purpose of making the public at large, the consumer public and the prospective merchandising licensees, believe that products bearing this motto/tag line are actually *authorized by* or otherwise *connected to* Jimi Hendrix and that Jimi Hendrix's surviving family and blood are unified in authorizing these products as the only and exclusive "authentic" products related to Jimi Hendrix and his family.

XIX.

That Defendants' motto/tag line "*A JIMI HENDRIX FAMILY COMPANY*" statement on their logos, etc., has the effect of misleading the public at large, the Jimi

1 Hendrix merchandising consumers, and merchandising licensees, in numerous ways
2 that can be reduced to four categories. The motto/tag line implies that products
3 bearing the motto or tag line are:
4

5 1) *authorized* by Jimi and Hendrix and/or his family;
6

7 2) *representing* the Jimi Hendrix family as a *unified whole*, or at least Jimi's
8 closest surviving relatives;
9

10 3) *exclusive* as the *only* products authorized by Jimi Hendrix and/or his
11 family; and
12

13 4) *authentic* in the sense that they are the only products related to Jimi
14 Hendrix and his unified family.

15 **XX.**

16
17 Contrary to the misleading image deliberately created by Defendants
18 Authentic Hendrix, LLC, and Experience Hendrix, LLC, that products bearing the
19 logo "*A JIMI HENDRIX FAMILY COMPANY*" are authorized by Jimi Hendrix and/or
20 the Jimi Hendrix family as a unified whole, neither company employs ANY members
21 of Jimi Hendrix's blood family. What is more, neither company provides or bestows
22 ANY benefit to ANY members of Jimi Hendrix's blood family beyond his cousin
23 Diane "Faith" Hendrix and the children/estate of his cousin Grace Hatcher
24 (deceased).

25 **XXI.**
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1 Contrary to the misleading image deliberately created by Defendants
2 Authentic Hendrix, LLC, and Experience Hendrix, LLC, that products bearing the
3 logo "*A JIMI HENDRIX FAMILY COMPANY*" are authorized by Jimi Hendrix and/or
4 the Jimi Hendrix family as a unified whole, upon information and belief, the only —
5 or majority — shareholder and owner of the company is Genevieve Jinka, a/k/a Janie
6 Hendrix, Jimi's stepsister whom he barely knew and to whom he willed nothing.
7

8 XXII.

9
10 Contrary to the misleading image deliberately created by Defendants
11 Authentic Hendrix, LLC, and Experience Hendrix, LLC, that products bearing the
12 logo "*A JIMI HENDRIX FAMILY COMPANY*" are authorized by Jimi Hendrix and/or
13 the Jimi Hendrix family as a unified whole, there are numerous surviving members
14 of Jimi Hendrix's immediate blood family whom Defendants have explicitly and
15 scrupulously excluded from their "*A JIMI HENDRIX FAMILY COMPANY*." These
16 are family whom most would consider to be Jimi Hendrix's closest surviving
17 relatives and they include Jimi's younger brothers Leon and Joseph, his sisters
18 Pamela and Catherine, Leon's children Tina, Alex, Jason, Leanne, James, and
19 Jonnelle, and Leon's grandchildren Chantell, George, Samuel, Giaunie, Aaron, Jason,
20 Elijah, Joziah, Xavier, Hannah, and James. Furthermore, not only have Defendants
21 Authentic Hendrix, LLC, and Experience Hendrix, LLC, excluded Jimi's closest
22 family members from Defendants' companies, they have done so in spite of the fact
23 these family members have contacted Defendants Authentic Hendrix, LLC, and
24 Experience Hendrix, LLC, seeking jobs or benefits from the businesses. As of this
25 date, NONE of Jimi's family identified above have in any way shared in the profits of
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1 the business. What is more, Defendants Authentic Hendrix, LLC, and Experience
2 Hendrix, LLC, have utterly and completely refused to ever hire any of them as
3 employees or contractors or provide them with any benefits stemming from the
4 Hendrix businesses. (It should be noted that Jimi's closest surviving family includes
5 some extremely bright and academically accomplished individuals.)
6

7 **XXIII.**

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9 Contrary to the misleading image deliberately created by Defendants
10 Authentic Hendrix, LLC, and Experience Hendrix, LLC, that products bearing the
11 logo "*A JIMI HENDRIX FAMILY COMPANY*" are the exclusive and only products
12 related to Jimi Hendrix's closest living relatives, Authentic Hendrix, LLC, and
13 Experience Hendrix, LLC, have no connection to and bestow no benefit on Jimi's
14 actual brother, Leon Hendrix, or his family.
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16 **XXIV.**

17 Contrary to the misleading image deliberately created by Defendants
18 Authentic Hendrix, LLC, and Experience Hendrix, LLC, that products bearing the
19 logo "*A JIMI HENDRIX FAMILY COMPANY*" are the only authentic products (in
20 that they are the only ones related to Jimi Hendrix or his family), it is indisputable
21 that Jimi himself did not sell memorabilia and that Plaintiff's co-owner, Leon
22 Hendrix, is Jimi's closest living relative, and patriarch of the family. Hence, to the
23 extent such family connections indicate "authenticity," per Defendants' own
24 advertising, Plaintiff's products are more authentic.
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XXV.

In addition to the “*A JIMI HENDRIX FAMILY COMPANY*” motto/tag line, Defendants Authentic Hendrix, LLC, and Experience Hendrix, LLC, have engaged in specific actions in an attempt to further the false and misleading image that they are the only companies related to, sponsoring, and representing the family of Jimi Hendrix. More specifically, they have engaged in a concerted, deliberate and ongoing campaign to convey the image that they are the one and only company in the Jimi Hendrix business that is “authentic” meaning authentically representing Jimi Hendrix and the surviving family of Jimi Hendrix.

XXVI.

Defendants Authentic Hendrix, LLC, and Experience Hendrix, LLC, have effectively waged a war against Leon Hendrix and Leon’s children in a concerted effort to prevent them — the true and closest family of Jimi Hendrix — from ever obtaining ANY benefit or engaging in ANY business related to Jimi Hendrix. These efforts include:

1) Spending substantial percentages of the Jimi Hendrix estate on millions of dollars in attorney fees in an effort to exclude Leon Hendrix from recovering ANY of Jimi’s estate through the last will and testament of Al Hendrix, Jimi’s father. It must be noted that Al Hendrix received ALL of Jimi’s estate via New York State intestacy laws rather than any actual manifestation of Jimi’s intent.

3) Upon information and belief, challenging Al Hendrix's paternity of Leon, his brother Joseph, and an alleged daughter during the will contest trial in 2003. Ms. Jinka (a/k/a Janie Hendrix) made these challenges in spite of testifying in a proceeding years later, when questioned as to whether she was really part of the Hendrix family, that blood has NO relevance to the concept of family.

The owner, CEO and CFO of both Authentic Hendrix, LLC, and Experience Hendrix, LLC, is Genevieve Jinka a/k/a Janie Hendrix.² Ms. Jinka's mother met and married Al Hendrix on June 23, 1966, when Genevieve was approximately six years old.

By the time Genevieve Jinka moved into the home of Al Hendrix with her mother and siblings in 1966, Jimi Hendrix had long left the state of Washington (specifically, he left Seattle around the end of May 1961).

COMPLAINT - 11

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XXIX.

Genevieve Jinka met Jimi only briefly on three occasions when she was between ages 7 – 9, when his U.S. tours passed through Seattle. Perhaps the best surviving evidence of Jimi's relationship with Genevieve Jinka (a/k/a Janie Hendrix) is found in a letter he wrote to Al Hendrix (now owned by Seattle's Experience Music Project Museum) immediately following his last visit in 1970. In that letter, on information and belief, Jimi referred her as "Joany."

XXX.

Leon Hendrix was seventeen years old when Genevieve Jinka moved into his father's house. Leon lived in the home at that time and would often babysit Genevieve when the adults were away.

XXXI.

Leon Hendrix was Jimi's little brother by five years. They grew up together and had a close relationship as children, with Jimi even caring for Leon in their parents' absence.

XXXII.

Upon information and belief, Jimi Hendrix never was involved in the creation or sale of Jimi Hendrix memorabilia.

COUNT ONE:
TORTIOUS INTERFERENCE WITH
CONTRACT AND BUSINESS EXPECTANCY

XXXIII.

Plaintiff incorporates and re-alleges by reference all of the allegations contained in the preceding paragraphs.

XXXIV.

Defendants' conduct described herein constitutes tortious interference with existing and/or prospective contracts and/or business expectancies in violation of the law.

XXXV.

Defendants' conduct described herein constituting tortious interference with existing and/or prospective contracts and/or business relationships was and is the proximate cause of injury to Plaintiff thereby entitling Plaintiff to consequential damages, interest and attorney fees and costs in amounts to be determined at trial.

COUNT TWO:

FRAUD

XXXVI.

Plaintiff incorporates and re-alleges by reference all of the allegations contained in the preceding paragraphs.

XXXVII.

Defendants' conduct described herein constitutes fraud in that:

1) **Representation of an Existing Fact:** Defendants' representations to prospective licensees of Plaintiff that Plaintiff had no rights to deal in the Hendrix memorabilia business and that Defendants hold these rights exclusively;

2) **Materiality of the Facts Represented:** Defendants' representations went to the very heart of the business deals and prospective business deals between Plaintiff and its prospective licensees;

3) **Falsity of the Fact:** prior court decisions establish, as a matter of law, that Defendants' representations were false;

4) **The Speaker's Knowledge of the Falsity of the Fact:** Defendants knew very well that their representations were false, as they had been parties in the prior litigation from which the non-exclusive rights Court decisions had issued;

1 5) **The Speaker's Intent that the Fact Should Be Acted on by the Person**
2 **to Whom the Fact Was Represented:** Defendants clearly intended that the recipients
3 of their communications rely on and act upon these communications;
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5 6) **Ignorance of the Fact's Falsity on the Part of the Person to Whom It**
6 **Is Represented:** There is no doubt that the recipients of Defendants' fraudulent
7 communications had no reason to know better;
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9 7) **Reliance on the Truth of the Factual Representation:** The recipients of
10 Defendants' fraudulent communications undoubtedly relied on the communications
11 as is evidenced by the fact that immediately after receiving the communications,
12 they terminated their business deals with Plaintiff;
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14 8) **The Right of the Person to Rely on the Factual Representation:** As
15 business people in the free market desiring to avoid purported legal violations and
16 implied threats of lawsuits, the recipients had a right to rely on the communications
17 of Defendants; and,
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19 9) **The Person's Consequential Damage from the False Factual**
20 **Representation:** Plaintiff's consequential damages are the lost deals that were in the
21 works as well as lost future deals or potential future deals which losses were caused
22 by Defendants' fraudulent communications.
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XXXVIII.

Defendants' fraud is the proximate cause of injury to Plaintiff entitling Plaintiff to consequential damages, interest, attorney fees and costs in amounts to be proven at trial.

COUNT THREE:

NEGLIGENT MISREPRESENTATION

XXXIX.

Plaintiff incorporates and re-alleges by reference all of the allegations contained in the preceding paragraphs.

XL.

Defendants' conduct described herein has, as an alternative to fraud, constituted the tort of negligent misrepresentation.

XLI.

Defendants' negligent misrepresentation is the proximate cause of injury to Plaintiff thereby entitling Plaintiff to consequential damages, interest and attorney fees and costs in amounts to be determined at trial.

COUNT FOUR:
TRADE LIABLE

XLII.

Plaintiff incorporates and re-alleges by reference all of the allegations contained in the preceding paragraphs.

XLIII.

Defendants' conduct complained of herein constitute the tort of trade liable under Washington State law in that it constituted a knowing false or misleading statement about Defendants published to a third party or parties which is the proximate cause of damages to Plaintiff.

XLIV.

Defendants' trade liable was the proximate cause of injury to Plaintiff thereby entitling Plaintiff to consequential damages, interest and attorney fees and costs in amounts to be determined at trial.

COUNT FIVE:
VIOLATION OF THE WASHINGTON STATE
CONSUMER PROTECTION ACT

XLV.

Plaintiff incorporates and re-alleges by reference all of the allegations contained in the preceding paragraphs.

XLVI.

Defendants' conduct complained of herein constitute violations of the Washington Consumer Protection Act.

XLVII.

Defendants' violations of the Washington Consumer Protection Act were the proximate cause of injury to Plaintiff thereby entitling Plaintiff to consequential damages, statutory damages, interest and attorney fees and costs in amounts to be determined at trial.

COUNT SIX:

FALSE DESIGNATION OF ORIGIN UNDER THE LANHAM ACT

XLVIII.

Plaintiff incorporates and re-alleges by reference all of the allegations contained in the preceding paragraphs.

XLIX.

Defendants' conduct complained of herein constitutes "false designation of origin" including "trade dress" violations in violation of the Lanham Act under Federal Trademark Law.

L.

Defendants' False Designation of Origins under the Lanham Act were the proximate cause of injury to Plaintiff thereby entitling Plaintiff to consequential damages, statutory damages and interest and attorney fees and costs in amounts to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully submits its prayer for relief including, but not limited to, the following:

1. Compensatory damages greatly in excess of the jurisdictional minimum of \$75,000.00.

2. Statutory damages for violations of the Washington Consumer Protection Act and the Lanham Act.

3. Prejudgment interest.

4. Attorney fees and costs as a matter of discretion and/or under the Washington Consumer Protection Act and the Lanham Act.

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2 5. Declaratory Judgment that the Defendants' use of the statement "*A Jimi*
3 *Hendrix Family Company*" in its logo is false and misleading and should be enjoined.

4 **JURY DEMAND**

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6 Plaintiff hereby demands a Jury for trial of this matter.

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8 DATED this 15th day September, 2015.

9 LAW OFFICE OF ERIC KRENING

10 By /s/ Eric Krening
11 Eric Krening, WSBA#27533
12 Thomas T. Osinski, WSBA#34514
13 Attorney for Defendants

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